

BILL NO. S-74-07-28

SPECIAL ORDINANCE NO. S-109-74

AN ORDINANCE approving a contract with CONTINENTAL  
CONSTRUCTION COMPANY for sidewalk repairs  
in first and fifth Councilmanic Districts.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
WAYNE, INDIANA:

SECTION 1. The contract between CONTINENTAL CONSTRUCTION  
COMPANY and the City of Fort Wayne, by and through its Mayor and the Board  
of Public Works, for improvement to curbs and sidewalks in the First and Fifth  
Districts - Contracts "F", "G" and "I" of Resolution No. 5648-1974, as follows:

Both sides of Piqua Avenue from E/P/L Calhoun Street to  
W/P/L of Clinton St., Both sides Dalman Ave. from E/P/L  
Clinton St. to W/P/L Lafayette St., Both sides Wiebke St.  
from E/P/L Clinton St. to W/P/L Lafayette St., Both sides  
of Packard Ave. from E/P/L Harrison St. to W/P/L Clinton  
St., Both sides Harrison St. from S/P/L Sutfenfield St. to  
N/P/L of Darrow Ave., Both sides Barr St. from S/P/L of  
Leith St. to N/P/L Wildwood Ave. and Barr St. from S/P/L  
of Dalman Avenue to N/P/L of Wiebke St.

for a total cost of \$59,989.15, of which the city will pay \$46,883.90, in addition  
the Street Department and W.P.C. Maintenance charges will be approximately  
\$5,612.75 for materials and services and the property owners to pay approxi-  
mately \$13,105.25 of construction costs, all as more particularly set forth in  
said Contract which is on file in the Office of the Board of Public Works, and is  
by reference incorporated herein and made a part hereof, is hereby in all  
things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from  
and after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY

  
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Henja, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 7-9-74

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Stier, and duly adopted, placed on its passage. Passed (~~Lost~~) by the following vote:

	AYES <u>8</u>	NAYS _____	ABSTAINED _____	ABSENT <u>1</u> to-wit:
BURNS	<u>✓</u>	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____
KRAUS	<u>✓</u>	_____	_____	_____
MOSES	<u>✓</u>	_____	_____	_____
NUCKOLS	_____	_____	_____	<u>✓</u>
SCHMIDT, D.	<u>✓</u>	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____

DATE: 7-23-74

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (Resolution) No. S-109-74 on the 23rd day of July, 1974.

ATTEST: (SEAL)

Charles W. Westerman  
CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of July, 1974, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 24th day of July, 1974, at the hour of 4:00 o'clock P. M., E.S.T.

Sam H. Lindsey  
MAYOR

Bill No. S-74-07-28

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving a contract with CONTINENTAL CONSTRUCTION COMPANY for sidewalk  
repairs in first and fifth Councilmanic Districts.

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr - Chairman

John Nuckols - Vice-Chairman

James S. Stier

William T. Hinga

Vivian G. Schmidt

Winfield C. Moses Jr.

James S. Stier

William T. Hinga

Vivian G. Schmidt

DATE 7-23-74 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE  
board of public works

June 11, 1974

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board of Works has awarded a contract to Continental Construction Company for improving curbs and sidewalks in the First and Fifth Districts under Resolution No. 5648-1974 in total amount of \$59,989.15.

The Board is desirous of cooperating with the contractor in allowing construction to start as soon as possible. Therefore, we are requesting "Prior Approval" of this contract. It shall be submitted for formal introduction June 25, 1974.

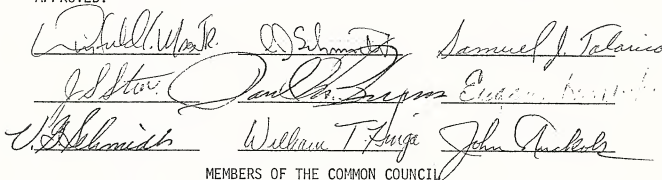
Sincerely,

  
Dr. Jerry D. Boswell, Chairman  
Board of Public Works

JDB/ss

Attachment

APPROVED:



MEMBERS OF THE COMMON COUNCIL

# CONTRACT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

by and between \_\_\_\_\_ -CONTINENTAL CONSTRUCTION COMPANY- \_\_\_\_\_

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

curbs and sidewalks in the First and Fifth Districts - Contracts "F", "G"

and "I" of Resolution No. 5648-1974: Both sides Piqua Ave. from E/P/L Calhoun St. to W/P/L of Clinton St., Both sides Dalman Ave. from E/P/L Clinton St. to W/P/L Lafayette St., Both sides Wiebke St. from E/P/L Clinton St. to W/P/L Lafayette St., Both sides of Packard Ave. from E/P/L Harrison St. to W/P/L Clinton St., Both sides Harrison St. from S/P/L Sutfenfield St. to N/P/L of Darrow Ave.; Both sides Barr St. from S/P/L of Leith St. to N/P/L Wildwood Ave. & Barr St. from S/P/L of Dalman Avenue to N/P/L of Wiebke Street.

by grading and paving the roadway to a width of \_\_\_\_\_ feet with \_\_\_\_\_

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5648-1974 and at the following prices per lineal foot

at the following prices: (Res. No. 5648-1974 - Contracts "F", "G" & "I")

Sidewalk Removal	Three dollars and sixty cents, per square yard	\$ 3.60
New Curbface Walk	One dollar and fifty cents, per square foot	1.50
New Standard Walk	One dollar and twenty five cents, per square foot	1.25
Curb Removal	One dollar and fifty cents, per lineal foot	1.50
New 6" Capped Curb	Three dollars and no cents, per lineal foot	3.00
Common Excavation	Ten dollars and no cents, per cubic yard	10.00
New 9" Recessed Concrete	Sixteen dollars and no cents, per square yard	16.00
Seed and Fertilizer	One dollar and no cents, per square yard	1.00
Dirt Backfill	Six dollars and eighty cents, per ton	6.80

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. ~~5648~~-1974 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally <sup>within 60 working days after contract is approved by City Council</sup> and in all respects completed ~~before~~ ~~XXXXXXXXXXXX~~ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

\_\_\_\_\_ date \_\_\_\_\_, 19\_\_\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

CONTINENTAL CONSTRUCTION COMPANY

BY: N. J. O'Neal

ITS: Owner

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

John R. Fleck



# GUARANTY BOND

Known All Men by These Presents, That we Frank Gongwer d/b/a  
CONTINENTAL CONSTRUCTION COMPANY Contractors

as principal, and THE OHIO CASUALTY INSURANCE COMPANY, HAMILTON, OHIO  
as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FIFTY NINE THOUSAND,  
NINE HUNDRED EIGHTY NINE DOLLARS AND FIFTEEN CENTS

(\$59,989.15)  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said Frank Gongwer d/b/a  
CONTINENTAL CONSTRUCTION COMPANY

did on the \_\_\_\_\_ day of \_\_\_\_\_

enter into a contract with the City of Fort Wayne to ~~improve~~  
improve curbs & sidewalks in the First & Fifth Districts-Contracts "F", "G" and "H"  
Pavement

on \_\_\_\_\_ Street from \_\_\_\_\_  
Both sides of Piqua Ave. from E/P/L Calhoun St. to W/P/L of Clinton., Both sides  
Dalman Ave. from E/P/L Clinton St. to W/P/L Lafayette St., Both sides Wiebke St.  
from E/P/L Clinton St. to W/P/L Lafayette St., Both sides of Packard Ave. from  
E/P/L Harrison St. to W/P/L Clinton St.; Both sides Harrison St. from S/P/L  
Suttonfield St. to N/P/L of Darrow Ave.; Both sides Barr St. from S/P/L of Leith St.  
to N/P/L Wildwood Ave. & Barr St. from S/P/L of Dalman Ave. to N/P/L of Wiebke St.

\_\_\_\_\_ according to certain plans and specifications, and  
for a period of three (3) years  
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said Frank Gongwer d/b/a  
CONTINENTAL CONSTRUCTION COMPANY shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the  
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 5th day of June, 1974

CONTINENTAL CONSTRUCTION CO. (SEAL)

By: Frank Gongwer (SEAL)  
The Ohio Casualty Insurance Company

ITS: Gordon V. Mills (SEAL)  
Gordon V. Mills, Attorney-in-Fact

Approved this \_\_\_\_\_ day of \_\_\_\_\_

Board of Public Works.

# LIABILITY BOND

Know All Men by These Presents, That we hereby certify that CONTINENTAL CONSTRUCTION  
COMPANY has insurance with this company, fully protecting and saving harmless and  
indemnifying the City of Fort Wayne, Indiana, from any losses in the amount of Five  
Thousand Dollars (\$5,000.00)

as principal, and \_\_\_\_\_

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of \_\_\_\_\_

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

(\$ \_\_\_\_\_)

The conditions of the above obligation are such, that if the above named party of the first part shall  
faithfully comply with the foregoing contract made and entered into the \_\_\_\_\_

day of \_\_\_\_\_, with the City of Fort Wayne, Indiana, and shall faithfully fulfill  
~~all the conditions and stipulations therein contained,~~ except the warranty and guaranty of the pave-  
ment as to the workmanship, material and conditions for the period of three (3) years, according to the  
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and re-  
main in full force and virtue in law and in the event the said City shall extend the time for the comple-  
tion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_

CONTINENTAL CONSTRUCTION CO. (SEAL)

By: Frank S. Sogaren (SEAL)

ITS: \_\_\_\_\_ (SEAL)

The Ohio Casualty Co. (SEAL)

By: Frank H. Sogaren, Attorney

Approved this \_\_\_\_\_ day of \_\_\_\_\_

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

May 29, 1974



**CERTIFIED COPY OF POWER OF ATTORNEY**  
**THE OHIO CASUALTY INSURANCE COMPANY, HAMILTON, OHIO**

No. 1

**Know All Men by These Presents:** That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

**Fred W. Stalain** ----- of **Ossian, Indiana** -----

its true and lawful agent(s) and attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf and as its act and deed bonds of the classes described below, not exceeding in any single instance the respective amounts set forth in column below entitled "LIMIT OF AUTHORITY".

Bonds to be filed in any Court of any State of the United States, or in any United States Court, conditioned according to law for the faithful performance of their official duties by

	LIMIT OF AUTHORITY
ADMINISTRATORS and EXECUTORS .....	\$100,000.00
GUARDIANS, COMMITTEES, CONSERVATORS, CURATORS, TRUSTEES UNDER WILLS .....	\$50,000.00
RECEIVERS IN STATE OR EQUITY COURTS .....	\$25,000.00
RECEIVERS and TRUSTEES IN BANKRUPTCY PROCEEDINGS IN U.S. FEDERAL COURTS .....	\$100,000.00
Bonds of PLAINTIFFS ONLY in ATTACHMENT, REPLEVIN or GARNISHMENT proceedings .....	\$2,500.00
Bonds of PLAINTIFFS ONLY to cover payment of COURT COSTS .....	\$500.00
Bonds conditioned according to law for the faithful performance of their official duties by PUBLIC OFFICIALS, (including Notaries Public but EXCLUDING police officers, sheriffs, and tax collectors) .....	\$25,000.00
LICENSE and PERMIT BONDS required by the statutes of any State or the ordinances of any municipality of any State in the United States (EXCLUDING Warehouse Bonds and bonds required of Commission Merchants or Dealers in Securities, Livestock or Milk) .....	\$5,000.00

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regular elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The ~~above~~ <sup>present</sup> wanted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact and WILL EXPIRE FROM THE DATE HEREOF, UNLESS SOONER REVOKED.

In WITNESS WHEREOF, the undersigned, Vice-President of the said The Ohio Casualty Insurance Company, has hereunto subscribed his name and affixed the Corporate Seal of the said Company,

this 3rd day of April 1964

(Signed) Frank R. King  
Vice-President

STATE OF OHIO, }  
COUNTY OF BUTLER } SS.

On this 3rd day of April A.D. 1964, before me, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Frank R. King, Vice-President of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn depose and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

(Signed) H. M. Lobet  
Notary Public in and for County of Butler, State of Ohio  
My commission expires June 29, 1964

**CERTIFICATE**

I, the undersigned, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney with the original thereof, and that the same is a correct and true copy of the whole of said original Power of Attorney, and I do hereby further certify that said Power of Attorney is still in force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 5th day of June, A.D. 1964

W. W. Berger  
Assistant Secretary



# Certificate of Insurance

THIS IS TO CERTIFY that the company indicated by an "X" has issued the policy or policies described below. The insurance afforded is only with respect to the coverages indicated by specific limits of liability and this certificate of insurance neither affirmatively nor negatively amends, extends nor alters the coverage afforded by any policy described herein.



**THE OHIO CASUALTY INSURANCE COMPANY**  
**WEST AMERICAN INSURANCE COMPANY**

CERTIFICATE ISSUED TO

NAMED INSURED and ADDRESS

NAME and ADDRESS

Continental Construction Company  
Frank D. Gongwer, dba  
10811 Coldwater Rd.,  
Fort Wayne, Indiana.

City of Fort Wayne, Indiana.

## DESCRIPTION OF OPERATIONS

## LOCATION OF OPERATIONS

Sidewalk Improvement and Repair

City of Fort Wayne, Indiana.

KIND OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
			BODILY INJURY	PROPERTY DAMAGE
COMPREHENSIVE GENERAL LIABILITY		From To	\$ ,000 Each person \$ ,000 Each occurrence \$ ,000 Aggregate	\$ ,000 Each occurrence \$ ,000 Aggregate
MANUFACTURERS' AND CONTRACTORS' LIABILITY	GL-1387797	From 6-6-'74 To 6-6-'75	\$ 100,000 Each person \$ 300,000 Each occurrence	\$ 50,000 Each occurrence \$ 50,000 Aggregate
OWNERS', LANDLORDS' AND TENANTS' LIABILITY		From To	\$ ,000 Each person \$ ,000 Each occurrence	\$ ,000 Each occurrence \$ ,000 Aggregate
CONTRACTUAL LIABILITY		From To	\$ ,000 Each person \$ ,000 Each occurrence	\$ ,000 Each occurrence \$ ,000 Aggregate
COMPLETED OPERATIONS AND PRODUCTS LIABILITY		From To	\$ ,000 Each person \$ ,000 Each occurrence \$ ,000 Aggregate	\$ ,000 Each occurrence \$ ,000 Aggregate
OWNERS' OR CONTRACTORS' PROTECTIVE LIABILITY		From To	\$ ,000 Each person \$ ,000 Each occurrence	\$ ,000 Each occurrence \$ ,000 Aggregate
COMPREHENSIVE AUTOMOBILE LIABILITY		From To	\$ ,000 Each person \$ ,000 Each occurrence	\$ ,000 Each occurrence
OTHER:		From To		
WORKMEN'S COMPENSATION	G-75 92 47	From 6-6-'74 To 6-6-'75	COMPENSATION-STATUTORY-STATE(S) Employers' Liability — \$	

In the event of cancellation of these policies written notice will be mailed to the party to whom this Certificate is issued but no responsibility is assumed by reason of any failure to do so.

DATE:

June 6-1974

BY

W. W. Archbold

AUTHORIZED REPRESENTATIVE

CERTIFIED COPY OF POWER OF ATTORNEY  
**THE OHIO CASUALTY INSURANCE COMPANY**

HOME OFFICE, HAMILTON, OHIO

No. 11-983

**Know All Men by These Presents:** That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

Gordon V. Mills ----- of Indianapolis, Indiana -----

its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed Any and all bonds, recognizances, stipulations or undertakings excluding, however, any bonds or undertakings guaranteeing payment of loans, notes or the interest thereon. -----

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.



In WITNESS WHEREOF, the undersigned, Vice-President of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 22nd day of June 19 72

(Signed) R. M. Schuder  
-----  
Vice-President

STATE OF OHIO, }  
COUNTY OF BUTLER } SS.

On this 22nd day of June A. D. 19 72 before

the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came

R. M. Schuder, Vice-President of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposeeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

(Signed) Thomas W. Hildebrand  
-----  
Notary Public in and for County of Butler, State of Ohio  
My Commission expires February 3, 1975

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 5th day of June A. D. 1972



*John H. Rehm*  
-----  
Assistant Secretary

DIGEST SHEET

*8-74-07-28*

TITLE OF ORDINANCE: Contract with Continental Construction (Curbs/Sidewalks-1st/5th  
Districts)

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: Contract with Continental Construction in amount of  
\$59,989.15 covering Sections F, G, and I of Resolution 5648 for sidewalk repairs  
in the First and Fifth Councilmanic Districts as follows:

Section F - Piqua, Dalman, Packard, Wiebke

Section G - Harrison

Section I - Barr (portion of section)

This is based on property owners paying \$.50 per square foot or approximately  
\$13,105.25.

(See Prior Approval Letter attached)

EFFECT OF PASSAGE: Sidewalk repairs as approved by Council.

EFFECT OF NON-PASSAGE: No repairs

MONEY INVOLVED (Direct Costs, Expenditures, Savings): Cost to City on construction  
contract is \$46,883.90. In addition, the Street Department and W.P.C. Maintenance  
charges will be approximately \$5,612.75 for materials and services.

ASSIGNED TO COMMITTEE (J.N.): Board of Works

EIS/ss